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Proposed Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:)	Case No. BK-22-10459-NMC
)	
NTI-CA INC)	Chapter 11
)	
)	
Debtor.)	Hearing Date: April 19, 2022
)	Hearing Time: 9:30 a.m.

DEBTOR'S OPPOSITION TO THE MOTION TO ENFORCE STIPULATION RE:
RESOLUTION ON HEARING SCHEDULED FOR APRIL 6, 2022.

COMES NOW, NTI-NV, NTI-CA, NTI, Inc, and NTI Grand Transport, Inc., by and through their proposed counsel hereby files this Opposition to the Motion to Enforce Stipulation re: Resolution on Hearing Scheduled for April 6, 2022.

LEGAL AUTHORITY

While FRCP 12, made applicable by Bankruptcy Rule 7012, applies to adversary proceedings, motions to dismiss are treated as contested matters under Bankruptcy Rule 9014. Motions to dismiss under Rule 12 will be treated as motion to dismiss under 11 USCS §§ 1112(b) and 109 and Bankruptcy Rules 1017 and 9014. In re Republic Trust & Sav. Co., 59 B.R. 606, 1986 Bankr. LEXIS 6460 (Bankr. N.D. Okla. 1986).

Rule 9014. Contested Matters

(a) Motion. In a contested matter not otherwise governed by these rules,

relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought. No response is required under this rule unless the court directs otherwise.

LEGAL SUPPORT AND ANALYSIS

1. The Settlement Agreement has not been properly signed.

Counsel for the Debtor NEVER signed for and in behalf of the Debtor. Counsel has NEVER been authorized to sign the documents. You cannot have a Settlement Agreement involving the Debtors when the Debtors NEVER signed the Settlement Agreement.

2. The Settlement Agreement is a Matter Under Fed. Rule Bankr. Pro. 9014 That Requires Court Approval.

The Motion to Dismiss the bankruptcy is a contested matter. The Settlement Agreement proposes to resolve the issues. This is a contested matter. It will require bankruptcy court approval. There has been no motion to approve the Settlement Agreement before the Court. The Movant is attempting to file a motion to enforce a settlement agreement that has not been approved by the court. This cannot be done because there is no signed settlement and there is no approval from the court.

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3. Mr. Jacobi NEVER Agreed to the Settlement Agreement

The accountant for the company was represented by Matt Johnson. He was to be listed as part of the Settlement Agreement. Mr. Works states: "I intentionally removed the signature of Mr. Winterton and Mr. Jacobi because I did not have their authority to file, as Mr. Winterton had made himself intentionally unavailable to complete the stipulation, even though it was my understanding that Mr. Winterton was in agreement with the terms of the stipulation because it

1 was the terms agreed on the record, and subject to some of his changes.” (See Motion Page 4
2 line 9.)

3 Mr. Works knows there was no Settlement Agreement. He admits “I did not have their
4 authority...” and he stated “...Mr. Winterton was in agreement with the terms of the stipulation
5 because it was terms agreed on the record and subject to some of his changes”. The changes
6 were never made and they do not agree to the changes. If there are changes then there is no
7 agreement. **Mr. Works admits there is no Settlement Agreement.**

8 Mr. Works misrepresented that Mr. Winterton “intentionally” made himself
9 unavailable. Mr. Winterton was at his temple working with Nile Leatham. This is just another
10 intentional misrepresentation to the court.

11 **4. Mr. Works Wrongfully Submitted the Settlement with One Party That Was Not**
12 **Authorized and Proposed Counsel for the Debtors Never Signed.**

13 Mr. Work was receiving pressure from his client to sign a settlement agreement. Mr.
14 Works drafted a settlement agreement. There was a counter-offer made to the Settlement
15 Agreement. Only part of the terms were agreed upon. There is no valid Settlement Agreement.
16 You will not find an email where Mr. Gleich gave authorization to use his electronic signature.
17 In fact, there is evidence that they were not authorized to use his electronic signature. There is
18 an affidavits that support the position that the matter has not been resolved.

19 **5. The Settlement Agreement was to be Dispositive**

20 The key in this case was the matter was to be dispositive. The Debtors wanted it to be
21 dispositive. For example, they stated they wanted to jointly administer the cases. You need to
22 have a dispositive settlement to the case if you are going to jointly administer the case. Who is
23 going to pursue the \$200,000.00 preference against Mr. Kindt 30 days prior to the bankruptcy.
24 Who is going to handle the pending litigation. This all need to be resolved before a plan and a
25 bankruptcy can be resolved. Who was going to be counsel for the Debtors if there is these
26 issues are not resolved. It is impossible. These issues were brought up but Mr. Works refused
27 to address them.

1 Mr. Kindt is not the president of the company. Mr. Kindt fired the manager of the San
 2 Diego Office. It is Ok for Mr. Kindt to fire people but it is not Ok for Mr. Gleich to fire people
 3 as president of the company. The individual that Mr. Kindt fired is now without any insurance.

4
 5 Mr. Works is not correct. Counsel Mr. Winterton has not caused any delay. Mr. Kindt has take
 6 all of the Corporate documents and refuses to give it to the Debtor's officers. Mr. Kindt is over
 7 the operations of the California office and is responsible for the information. It is his
 8 interference.

9 Mr. Works has lied to the court. Mr. Winterton filed an Application to be employed.
 10 There was no opposition to the Application to be Employed. The court continued the
 11 uncontested matter with no evidence. Mr. Works, after the continued hearing, filed an
 12 Opposition to this Application. Mr. Works stated in the application Mr. Winterton has been
 13 ghost writing for and in behalf of the individuals. At the deposition of Mr. Kindt, he admitted
 14 that they were not accusing Mr. Winterton of ghost writing. Mr. Works called up and stated it
 15 was a mistake and Mr. Winterton was not ghost writing. He said he would correct any
 16 misconception. He has not done so and has mislead the court.

17 **6. Mr. Works and Mr. Kindt have Taken Over the Bank Accounts and Operations of**
 18 **the Debtor Based Upon a Non-Settlement Agreement and the Principles of the**
 19 **Debtors cannot Operate the Business.**

20 The Debtor can no longer operate due to the actions of Mr. Kindt and Mr. Works. The
 21 bank informed us that Mr. Kindt and Mr. Works took over the bank account records of the
 22 Debtor and the Debtor can no longer operate. The President of the company has been taken out
 23 of his position as signer of the bank and in the Debtor in possession account. This was done by
 24 a Settlement Agreement that has been NOT agreed upon and signed by the Debtors.

25 **7. The Only Way to Resolve this Issue is to Appoint a Trustee.**

26 The only way to resolve this issue is to Appoint a Trustee. The Trustee will be able to
 27 seize the assets and operate the business or shut it down. At the present time, the Debtor has

lost control of the bank accounts, fired individuals and the Debtor is struggling to operate due to the acts of Mr. Kindt and Mr. Works.

Respectfully submitted this 18th day of April, 2022.

DAVID J. WINTERTON & ASSOCIATES, LTD.

By: /s/: David J. Winterton Esq.

David J. Winterton, Esq.
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7881 W. Charleston Blvd., Suite 220
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Attorneys for the Plaintiff

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Las Vegas, Nevada 89117
Phone: (702) 363-0317

CERTIFICATE OF SERVICE

1. On April 18, 2022 I served the following document(s):
Debtor's Opposition to the Motion to Enforce Settlement Agreement.
Affidavit in Support of Debtor's Opposition to the Motion to Enforce Settlement Agreement.

2. I served the above-named document(s) by the following means to the persons as listed below:

X **By ECF System:**
U.S. TRUSTEE - LV - 11
USTPRegion17.lv.ecf@usdoj.gov

X (UNITED STATES MAIL) By depositing a copy of the above-referenced document for mailing in the United States Mail, first class postage prepaid, at Las Vegas, Nevada, to the parties listed on the attached service list, at their last known mailing addresses, on the 18th day of April, 2022.

See Attached Matrix

☐ (OVERNIGHT COURIER) By depositing a true and correct copy of the above-referenced document for overnight delivery via Federal Express, at a collection facility maintained for such purpose, addressed to the parties on the attached service list, at their last known delivery address, on the date above written.

☐ (FACSIMILE) That I served a true and correct copy of the above referenced document via facsimile, to the facsimile numbers indicated, to those persons listed on the attached service list, on the date above written.

/s/: Autumn G. Wheeler
An employee of David J. Winterton & Assoc., Ltd.

Label Matrix for local noticing
0978-2
Case 22-10459-nmc
District of Nevada
Las Vegas
Fri Apr 8 14:05:51 PDT 2022

CHAPTER 11 - LV
300 LAS VEGAS BLVD., SO. #4300
LAS VEGAS, NV 89101-5803

DESTINATION SHUTTLE SERVICES, LLC
c/o Holley Driggs
F. Thomas Edwards, Esq.
400 S 4th Street, Third Floor
Las Vegas, NV 89101-6201

NTI-CA INC
9525 HILLWOOD DR. STE. 170
LAS VEGAS, NV 89134-0529

United States Bankruptcy Court
300 Las Vegas Blvd., South
Las Vegas, NV 89101-5833

A&E Vehicle Registration Service
13666 Hawthorne Blvd Suite 1
Hawthorne, CA 90250-5815

Angel Hubbe
415 E Grevillea St
Ontario, CA 91761-5324

B&H Towing - Van Lingen
2755 Lomita Blvd
Torrance, CA 90505-5224

Brook Furniture Rental Inc.
100 N Field Drive Suite 220
Lake Forest, IL 60045-2598

CLARK COUNTY TREASURER
c/o Bankruptcy Clerk
BOX 551220
500 SOUTH GRAND CENTRAL PKWY
Las Vegas, NV 89155-1220

City of Los Angeles LAWA
P. O. Box 102662
Pasadena, CA 91189-0120

Clark County Assessor
c/o Bankruptcy Clerk
P.O. Box 551401
Las Vegas, NV 89151-4010

DEPT OF EMPLOYMENT, TRAINING & REHAB
EMPLOYMENT SECURITY DIVISION
500 EAST THIRD STREET
Carson City, NV 89713-0002

DEPT OF MOTOR VEHICLES
PUBLIC SAFETY RECORDS DIVISION
555 WRIGHT WAY
Carson City, NV 89711-0001

Employer Driven Insurance Services
P.O. Box 7809
Visalia, CA 93290-7809

GOLD COAST TRANSPORTATION SERVICE LLC
C/O RODMAN E. HONECKER, ESQ.
WINDELS MARX LANE & MITTENDORF, LLP
156 WEST 56TH STREET
NEW YORK, NY 10019-3800

Gold Coast Transportation Service LLC
c/o John Samberg, Esq.
WRSSR
200 S. Virginia St. Ste. 470
Reno, NV 89501-2402

Greenlight Premium Finance Company
PO Box 66501
Saint Louis, MO 63166-6501

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San Diego, CA 92120-4642

IRS
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Philadelphia, PA 19101-7346

Insite Grafix
13801 Hawthorne Boulevard
Hawthorne, CA 90250-7011

JOHN W. NEMECEK
C/O OFFICE OF THE UNITED STATES TRUSTEE
300 LAS VEGAS BOULEVARD SO., SUITE 4300
LAS VEGAS, NV 89101-5803

KDS Auto Repair
10608 S Praire Ave
Inglewood, CA 90303-2104

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WOHLNER KAPLON CUTLER HALFORD ROSENFELD
16501 VENTURA BLVD., SUITE 304
ENCINO, CA 91436-2067

LaBrea RE Inc
4077 Randolph Rd
Morrisville, VT 05661-4451

(p)LOS ANGELES COUNTY TREASURER AND TAX COLLE
ATTN BANKRUPTCY UNIT
PO BOX 54110
LOS ANGELES CA 90054-0110

Lozgar Diesel
14737 San Bernardino Ave
Fontana, CA 92335-2554

NEVADA DEPT OF TAXATION
BANKRUPTCY SECTION
555 E WASHINGTON AVE #1300
Las Vegas, NV 89101-1046

Professional Fleet Service Inc.
PO Box 88039
Los Angeles, CA 90009-8039

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LAW OFFICES OF RICHARD T. BAUM
11500 WEST OLYMPIC BLVD., SUITE 400
LOS ANGELES, CA 90064-1525

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Orange, CA 92863-1237

(p) SPRINT

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OKLAHOMA CITY OK 73118-7901

Social Security Administration
Regional Cheif Counsel, Region IX
160 Spear Street, Suite 800
San Francisco, CA 94105-1545

Southern California Edison
Acct No 9711
P.O. Box 600
Rosemead, CA 91771-0001

Sparkletts
P.O. Box 660579
Dallas, TX 75266-0579

Teamsters Local Union #986
1430 E Holt Ave
Covina, CA 91724-3703

Ted Johnson Propane
5140 Elton Street
Baldwin Park, CA 91706-1889

Third Coast Underwriters
PO Box 4061
Carol Stream, IL 60197-4061

U.S. TRUSTEE - LV - 11
300 LAS VEGAS BOULEVARD S.
SUITE 4300
LAS VEGAS, NV 89101-5803

United States Trustee
300 Las Vegas Blvd., S. #4300
Las Vegas, NV 89101-5803

Verizon Connect
PO Box 15043
Albany, NY 12212-5043

Zeem Solutions
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Inglewood, CA 90301-2911

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JOHN E. KINDT
C/O J. DOUGLAS CLARK
417 W. PLUMB LANE
RENO, NV 89509-3766

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Los Angeles County Tax Collector
PO BOX 54027
Los Angeles, CA 90054

(d) Los Angeles County Treasurer and Tax Colle
Attn: Bankruptcy Unit
PO Box 54110
Los Angeles, CA 90054-0110

SPRINT
6200 Sprint Pkwy
Leawood, KS 66211

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Gold Coast Transportation Service LLC

(u) Teamsters Local Union No. 986
United States

(u) 1st Jon Inc.

(u) City of Angels Fire Protection

(u) City of Inglewood

(u) Collision Plus Equipment

(u)Complete Office

(u)Completes Plus (NTI)

(u)Concentra Occupational Health

(u)Expo Propane-LA

(u)Express Group Cleaning

(u)First American Equipment Finance

(u)Hector Chavez

(u)Home Depot (Supply Works)

(u)Jasper Engines & Transmissions

(u)Kaiser Permanente

(u)L.A.'s Bestway Towing

(u)Los Angeles County Fire Department

(u)Luxury Van & Shuttle Bus

(u)MacHighway

(u)Mario Ardon

(u)Midland Equipment Finance

(u)Mutual of Omaha

(u)NFS Leasing Inc.

(u)Performance Plus Tire Center

(u)R&V Truck & Auto Services LLC

(u)Richard Cooper

(u)SJM Industrial Radio

(u)Sedgwick Claims Management Services Inc.

(u)Southern California Edison
Acct No 2063

(u)Spectrum Business

(u)Stella Grafx

(u)T.J. Pantaleo

(u)Uline

(u)Veritext LLC

(u)Zoom Video Communications

End of Label Matrix
Mailable recipients
Bypassed recipients
Total

44
36
80